



The David J. Joseph Company

18917-C  
JUN 21 1996

June 20, 1996

Mr. Vernon Williams  
Recordations Unit  
Surface Transportation Board  
12<sup>th</sup> Street and Constitution Ave., NW  
Washington, DC 20423

Dear Mr. Williams:

Enclosed is an original and one copy of the Memorandum of Rights dated as of June 6, 1996 between the following parties:

Seller: The David J. Joseph Company  
300 Pike Street  
Cincinnati, OH 45202

Buyer: Fifth Third Leasing Company  
38 Fountain Square Plaza  
Cincinnati, OH 45263

The lease and Memorandum of Railroad Equipment Lease Amendment to which this document is connected are recorded under Recordation Nos. 18917 and 18917-A.

Please see Schedule I attached hereto for the Equipment involved in this transaction.

Please file this agreement as a secondary document. The amount of \$21.00 is included in the enclosed check.

Sincerely,

THE DAVID J. JOSEPH COMPANY

Julia R. Jones  
Contract Assistant

Enclosures

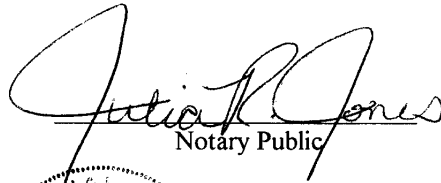
Railroad Equipment Leasing  
and Marketing Division

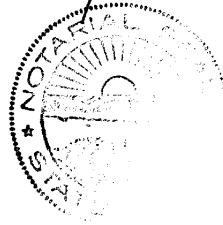
300 Pike Street  
Cincinnati, Ohio 45202-4214  
(513) 621-8770  
FAX (513) 345-4433

Mail Address:  
P.O. Box 1078  
Cincinnati, Ohio 45201-1078

**CERTIFICATE**

The undersigned, Julia Jones, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the document attached hereto has been compared with the original and that the undersigned has found the copy to be complete and identical in all respects to the original document.

  
Notary Public



**JULIA R. JONES**  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2000

18917-C

JUN 2 1996

# **MEMORANDUM OF RIGHTS**

This Memorandum of Rights is entered into as of the 6th day of June, 1996 by and between The David J. Joseph Company, a Delaware corporation ("Seller") and The Fifth Third Leasing Company, an Ohio corporation ("Buyer").

## **WITNESSETH:**

WHEREAS, Buyer and Seller are parties to that certain Purchase and Sale Agreement dated as of June 6, 1996 (the "Agreement"), pursuant to which the Buyer purchased Seller's entire right, title and interest in and to the railroad cars identified on Schedule I attached hereto (collectively, the "Cars");

WHEREAS, certain of the Cars are subject to the Lease identified on Schedule I (the "Lease");

WHEREAS, in connection with and pursuant to the Agreement, Buyer granted Seller certain rights (the "Rights"), which the parties intend will operate as a lien on the Cars;

NOW, THEREFORE, in consideration of the premises and mutual covenants and conditions contained herein and in the Agreement, the parties do hereby confirm that the Rights granted Seller by Buyer pursuant to the Agreement shall operate as a lien on said Cars and said Cars shall not be sold, leased or otherwise transferred by Buyer except in accordance with and subject to the terms and provisions of said Rights. A description of the Rights will be provided to interested parties upon written request sent to Buyer or Seller at the following addresses:

BUYER: Fifth Third Leasing Company  
38 Fountain Square Plaza  
Cincinnati, Oh 45263  
Attention: David A. Jackson

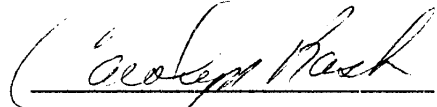

SELLER: The David J. Joseph Company  
Railroad Equipment Leasing & Marketing Division  
300 Pike Street  
Cincinnati, OH 45202  
Attention: Vice President

Upon expiration or termination of said Rights referred to herein, Seller and Buyer shall file an instrument with the Interstate Commerce Commission terminating said Rights of record.

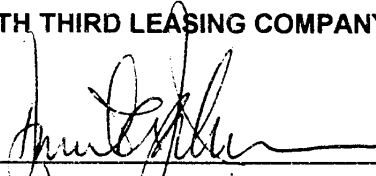
This Memorandum of Rights, being further documentation of the transactions contemplated by the Agreement, neither expands upon nor limits the rights and obligations of the parties under the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Rights as of the date and year first above written.


Signed and acknowledged  
in the presence of:


**THE FIFTH THIRD LEASING COMPANY**

By:   
Name: David A. Jackson  
Title: Gr. VP

Signed and acknowledged  
in the presence of:

  
\_\_\_\_\_

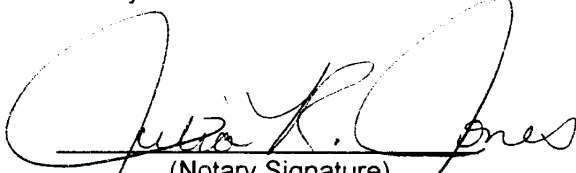
**THE DAVID J. JOSEPH COMPANY**

By:   
Name: Douglas F. McMillan  
Title: Vice President

STATE OF OHIO       )  
                                  ) SS:  
COUNTY OF HAMILTON)

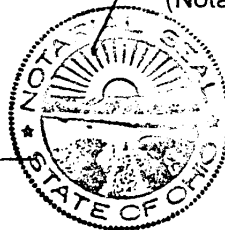
On this 6th day of June, 1996, before me the subscriber, Julia R. Jones, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Douglas F. McMillan, to me personally known, who stated and acknowledged that he is the Vice President of The David J. Joseph Company, a Delaware corporation, and duly authorized by authority of the Board of Directors or By-laws of said corporation in his capacity as such officer to execute and acknowledge the foregoing instrument for and in the name and on behalf of said corporation and further stated and acknowledged that he has so signed, executed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation, for the consideration, uses and purposes therein mentioned and set forth and desired that the same might be recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of June, 1996.

  
(Notary Signature)

My commission expires:

2-27-2000



**JULIA R. JONES**  
Notary Public, State of Ohio  
My Commission Expires Feb. 27, 2000

STATE OF OHIO                    )  
  ) SS:  
COUNTY OF HAMILTON    )

On this 6<sup>th</sup> day of June, 1996, before me the subscriber,  
Carolyn Rash, a Notary Public, duly commissioned, qualified  
and acting, within and for said County and State, appeared in person the  
within named David A. Jackson to me personally known, who stated and  
acknowledged that he is the Sr. Vice President of The Fifth Third  
Leasing Corporation, an Ohio corporation, and duly authorized by authority of  
the Board of Directors or By-laws of said corporation in his capacity as such  
officer to execute and acknowledge the foregoing instrument for and in the name  
and on behalf of said corporation and further stated and acknowledged that he  
has so signed, executed and delivered the foregoing instrument as the free and  
voluntary act and deed of said corporation, for the consideration, uses and  
purposes therein mentioned and set forth and desired that the same might be  
recorded as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_  
day of June, 1996.

CAROLYN RASH  
Notary Public, State of Ohio  
My Commission Expires May 10, 1997  
Carolyn Rash  
(Notary Signature)

My commission expires:

\_\_\_\_\_

**SCHEDULE I  
TO  
MEMORANDUM OF RIGHTS**

**CARS:** Eighty-one (81), 100 ton, 4000 cubic, 1976 Greenville built open top hopper railcars currently bearing the reporting marks as follows:

RLMX 3000	RLMX 3032	RLMX 3053	RLMX 3075
RLMX 3001	RLMX 3033	RLMX 3054	RLMX 3076
RLMX 3002	RLMX 3034	RLMX 3055	RLMX 3077
RLMX 3006	RLMX 3035	RLMX 3056	RLMX 3080
RLMX 3008	RLMX 3036	RLMX 3058	RLMX 3081
RLMX 3010	RLMX 3037	RLMX 3060	RLMX 3082
RLMX 3011	RLMX 3039	RLMX 3061	RLMX 3083
RLMX 3012	RLMX 3040	RLMX 3062	RLMX 3084
RLMX 3013	RLMX 3041	RLMX 3063	RLMX 3085
RLMX 3014	RLMX 3042	RLMX 3064	RLMX 3086
RLMX 3017	RLMX 3043	RLMX 3065	RLMX 3087
RLMX 3018	RLMX 3044	RLMX 3066	RLMX 3088
RLMX 3019	RLMX 3045	RLMX 3067	RLMX 3089
RLMX 3020	RLMX 3046	RLMX 3068	RLMX 3090
RLMX 3021	RLMX 3047	RLMX 3069	RLMX 3091
RLMX 3023	RLMX 3048	RLMX 3070	RLMX 3092
RLMX 3024	RLMX 3049	RLMX 3071	RLMX 3093
RLMX 3025	RLMX 3050	RLMX 3072	RLMX 3094
RLMX 3026	RLMX 3051	RLMX 3073	RLMX 3095
RLMX 3027	RLMX 3052	RLMX 3074	RLMX 3097
RLMX 3030			

**LEASE:** Dated January 14, 1994, between Inland Steel Flat Products Company and The David J. Joseph Company.